



October 20, 2015

Mr. Thomas Hovel
Zoning Administrator / Community Planner
City of Fitchburg
Planning / Zoning Department
5520 Lacy Road
Fitchburg, WI 53711

Subject: Letter of Transmittal – **Stoner Prairie** Land Division Application

Dear Mr. Hovel:

Thank you for your continued assistance and coordination regarding the Stoner Prairie residential development proposal. Please find the following enclosed:

- 1 – Land Division Application
- 1 – Preliminary Plat Application Fee
- 1 – Payment Guarantee of Fees
- 10 – 22"x30" Preliminary Plat of Stoner Prairie
- 1 – 11"x17" Preliminary Plat of Stoner Prairie

- 1 – Covenant & Restrictions Document (DRAFT)

- 3 – 11"x17" Stoner Prairie Preliminary Construction Plans

In accordance with the CDP Zoning Conditions of Approval, the rezoning shall be accomplished prior to the Final Plat. The Applicant has chosen not to submit the Rezone Application with the Preliminary Plat as the extent of the Final Plat has not been determined at this time.

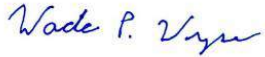
Additionally, we understand the Payment Guarantee of Fee is required per Section 24 -15(b)(3) of the City of Fitchburg Municipal Ordinance and that it is a deposit from which the city may deduct unpaid engineering, inspection, consulting and attorney fees incurred by the city if the developer doesn't pay the

city's invoices in a timely manner. We understand the deposit will be refunded at the time the Final Plat is approved by the Common Council.

Again, thank you for your efforts, coordination and review of the Stoner Prairie development. If you have any questions or require additional information, please do not hesitate to contact our office.

Respectfully,

WYSER ENGINEERING, LLC



Wade P. Wyse, P.E.

Principal – Project Manager



City of Fitchburg
Planning/Zoning Department
5520 Lacy Road
Fitchburg, WI 53711
(608-270-4200)

LAND DIVISION APPLICATION

The undersigned owner, or owner's authorized agent, of property herein described hereby submits ten (10) copies of the attached maps, one (1) copy no larger than 11" x 17", and one (1) pdf document of the complete submittal (planning@fitchburgwi.gov) for approval under the rules and requirements of the Fitchburg Land Division Ordinance.

1. **Type of Action Requested:**
- ☐ Certified Survey Map Approval
 - ☒ Preliminary Plat Approval
 - ☐ Final Plat Approval
 - ☐ Replat
 - ☐ Comprehensive Development Plan Approval

2. **Proposed Land Use** (Check all that Apply):

- ☒ Single Family Residential
- ☐ Two-Family Residential
- ☐ Multi-Family Residential
- ☐ Commercial/Industrial

3. **No. of Parcels Proposed:** 141

4. **No. Of Buildable Lots Proposed:** 133

5. **Zoning District:** R-I, P-R

6. **Current Owner of Property:** O'Brien Family Limited Partnership

Address: 662 Rovalia DR

Phone No: (608) 848-9573

7. **Contact Person:** William Ryan Homes - Chris Ehlers, Vice President of Operations

Email: cehlers@wmryan.com

Address: 5989 Monona Drive

Phone No: (608) 729-5366 ext. 701

8. **Submission of legal description** in electronic format (MS Word or plain text) by email to: planning@fitchburgwi.gov

Pursuant to Section 24-2 (4) of the Fitchburg Land Division Ordinance, all Land Divisions shall be consistent with the currently adopted City of Fitchburg Comprehensive Plan.

Respectfully Submitted By: 

Owner's or Authorized Agent's Signature

Chris Ehlers
Print Owner's or Authorized Agent's Name

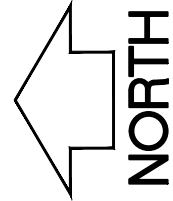
PLEASE NOTE - Applicants shall be responsible for legal or outside consultant costs incurred by the City. Submissions shall be made at least four (4) weeks prior to desired plan commission meeting.

For City Use Only: **Date Received:** _____

Ordinance Section No. _____ **Fee Paid:** _____

Permit Request No. _____

CURVE TABLE						
CURVE #	CURVE LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN TANGENT OUT
C1	196.43'	125.00'	90° 02' 11"	N43° 26' 54"W	176.83'	N88° 28' 00"W N1° 34' 11"E
C2	161.01'	100.00'	92° 15' 11"	N44° 33' 24"W	144.17'	N1° 34' 11"E S89° 19' 00"W
C3	153.15'	100.00'	87° 44' 49"	N45° 26' 36"E	138.61'	N1° 34' 11"E N89° 19' 00"E
C4	157.13'	100.00'	90° 01' 53"	S43° 26' 45"E	141.46'	S1° 34' 11"W S88° 27' 42"E
C5	157.08'	100.00'	90° 00' 00"	S40° 34' 11"W	141.42'	S1° 34' 11"W N88° 25' 49"W



0' 50' 100' 150'



SURVEYOR/ENGINEER/PLANNER:
WYSER ENGINEERING
201 S. EAST MAIN STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

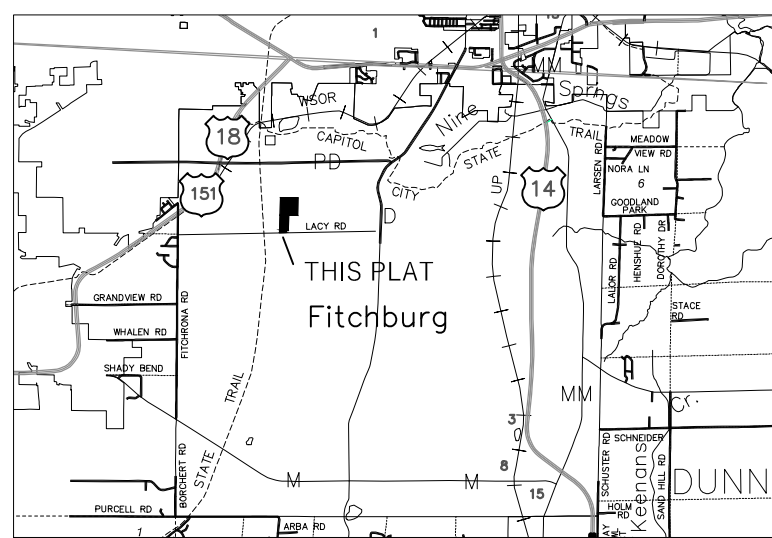
SUBDIVIDER:
WILLIAM RYAN HOMES WISCONSIN, INC.
5888 MONONA DRIVE
MONONA, WI 53176

OWNER:
O'BRIEN FAMILY LIMITED PARTNERSHIP
662 ROYALIA DRIVE
VERONA, WI 53593

PRELIMINARY PLAT of STONER PRAIRIE

ALL OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWN 6 NORTH, RANGE 9 EAST, ALL IN THE CITY OF FITCHBURG, DANE COUNTY, WISCONSIN. EXCLUDING CERTIFIED SURVEY MAP NO. 3229, AS RECORDED IN VOLUME 12 OF CERTIFIED SURVEY MAPS ON PAGES 323 THROUGH 324, AS DOCUMENT NO. 1629586 AND RIGHT-OF-WAY OF LACY ROAD PER WARRANTY DEED TO THE CITY OF FITCHBURG RECORDED OCTOBER 28TH, 1998 AS DOCUMENT NO. 3036321

LOCATION MAP NOT TO SCALE



NOTES

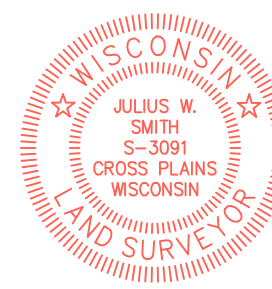
- FIELD WORK PERFORMED BY WYSER ENGINEERING, LLC, ON THE WEEKS OF JULY 6TH AND 13TH, 2015.
- NORTH REFERENCE FOR THIS SURVEY AND MAP ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, NAD 83 (2011) GRID NORTH - TRUE NORTH. THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 8 BEARS N 88°56' 17" E.
- THIS PARCEL IS SUBJECT TO ALL EASEMENTS AND AGREEMENTS, BOTH RECORDED AND UNRECORDED INCLUDING THOSE EASEMENTS SHOWN HEREON.
- ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
- SUBSURFACE UTILITIES AND FIXTURES SHOWN ON THIS MAP HAVE BEEN APPROXIMATED BY LOCATING SURFACE FEATURES AND ACCESSORIES, DIGGERS HOTLINE FIELD MARKINGS AND EXISTING MAPS AND RECORDS.
- CONTOUR INTERVAL IS 2 FEET AND HAVE BEEN DETERMINED A COMBINATION OF FIELD DATA AND DANE COUNTY LIDAR DATA.
- SUBJECT PARCEL LIES IN "ZONE X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NO. 55025C088G DATED JANUARY 02, 2009.
- DRAINAGE ARROWS INDICATE THE DIRECTION OF SURFACE DRAINAGE AT INDIVIDUAL PROPERTY LINES DRAINAGE SHALL BE GRADED WITH THE CONSTRUCTION OF EACH MAIN STRUCTURE AND MAINTAINED BY THE LOT OWNER UNLESS MODIFIED WITH THE APPROVAL OF THE CITY ENGINEER.
- CURRENT PARCEL ZONING IS A-T.
- PROPOSED ZONING PER THE C.D.P. = ALL LOTS TO BE R-L AND ALL OUTLOTS TO BE P-R.
- OUTLOT 1 IS TO BE DEDICATED TO THE PUBLIC FOR PARK LANDS.
- OUTLOT 1 IS TO BE DEDICATED TO THE PUBLIC FOR PEDESTRIAN/BIKE PATH AND PUBLIC SANITARY SEWER PURPOSES.
- OUTLOT 2, 3, 4, 5 AND 6 ARE TO BE DEDICATED TO THE PUBLIC FOR PEDESTRIAN/BIKE PATH PURPOSES

SURVEYORS CERTIFICATE

I, JULIUS W. SMITH, WISCONSIN PROFESSIONAL LAND SURVEYOR S-3091, DO HEREBY CERTIFY THAT THIS SURVEY AND MAP IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF WITH THE INFORMATION PROVIDED, BY THE ORDER OF THOSE LISTED HEREON, AND THAT THIS SURVEY COMPLIES WITH 46.7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE PROVISIONS AS STATED IN CHAPTER 24 - LAND DIVISION OF THE CITY OF FITCHBURG - CODE OF ORDINANCES.

JULIUS W. SMITH, S-3091
WISCONSIN PROFESSIONAL LAND SURVEYOR

DATE



OUTLOT 1
CSM NO. 7889

"SAVANNA OAKS MIDDLE SCHOOL"

ZONING = R-LM LOT 4
CSM NO. 119987

(S1° 10' 44" W)
S1° 34' 42" W 1092.04'

OUTLOT 4
2900 SQ FT
0.06 ACRES

OUTLOT 8
10370 SQ FT
0.24 ACRES

OUTLOT 9
10369 SQ FT
0.24 ACRES

OUTLOT 10
10367 SQ FT
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OUTLOT 164
10059 SQ FT
0.24 ACRES

OUTLOT 165

STONER PRAIRIE

DECLARATION OF PROTECTIVE COVENANTS FOR LOTS
1 THROUGH 133 & OUTLOTS 1 THROUGH 8 INCLUSIVE,
PLAT OF STONER PRAIRIE

Drafted by and Return Address:

Chris Ehlers
William Ryan Homes
5989 Monona Drive
Monona WI, 53716

See Exhibit A

Parcel Identification Number (PIN)

THIS DECLARATION is made by William Ryan Homes ("*Developer*").

RECITALS:

A. Developer is the fee simple owner of lands legally described on Exhibit A in the City of Fitchburg, Dane County, Wisconsin; and

B. Developer desires to subject the Development to protective covenants, which shall encumber the Development and each Lot, shall bind the owners of any interest each Lot and shall bind their successors in interest.

NOW, THEREFORE, Developer declares that the Development and each Lot shall be used, held, sold and conveyed subject to these protective covenants, which shall inure to the benefit of and encumber the Development and each Lot, shall run with the land, and shall bind the owner of any interest, and shall bind their successors in interest.

ARTICLE 1 STATEMENT OF PURPOSE

1.1 General Purpose. The general purpose of this Declaration is to help assure that the Development will become and remain an attractive community; to preserve and maintain the natural beauty of the Development; to insure the most appropriate development and improvement of each Lot; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to insure the highest and best residential development of the Development; and to encourage and secure the construction of attractive residential structures.

1.2 Architectural Control. No building or other improvement shall be erected, placed or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Committee.

ARTICLE 2 DEFINITIONS

The following definition shall be applicable to this Declaration:

2.1 Association. Stoner Prairie Homeowners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors and assigns.

2.2 City. The City of Fitchburg, Wisconsin.

2.3 Committee. The Architectural Control Committee described in Section 3.1(a).

2.4 Declaration. This Declaration of Protective Covenants.

2.5 Dwelling. The single-family dwellings to be constructed on the Lots.

2.6 Development. The lands described on Exhibit A.

2.7 Lot. Any platted Lot within the Development.

2.8 Owner. The person or persons, including any business entity, having the power to convey the fee simple title to any portion of the Development.

2.9 Register of Deeds. Office of Register of Deeds for Dane County, Wisconsin.

ARTICLE 3 ARCHITECTURAL CONTROL COMMITTEE

3.1 Establishment Duties, Membership.

(a) There shall be an Architectural Control Committee, which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights.

(b) The Committee shall initially consist solely of Developer, and/or its related entities successors or assigns. Developer may at any time, at its sole discretion, appoint up to three (3)

Owners to serve as the Committee with the decisions rendered by the majority to be binding. Notwithstanding the foregoing provisions, at such time as Developer no longer owns any Lot subject to this Declaration, the directors of the Association shall elect the members and fill vacancies on the Committee.

3.2 Procedure. An Owner desiring to construct a building or otherwise improve a Lot shall submit to the Committee, for its written approval, construction plans and specifications for all improvements, and a plot plan showing the location of all contemplated improvements. The Committee may appoint a qualified designee to conduct the initial review of submissions and make recommendations to the Committee. The items submitted to the Committee or the Committee's designee shall include:

- (a) Construction details for all buildings, structures, fences, walls and other improvements;
- (b) Elevation drawings of any building;
- (c) Proposed facades of any building, including the style, color and location of eaves and windows;
- (d) A description of materials to be used in any building or improvement;
- (e) A detailed site plan showing the building footprint and driveway, the location of all structures with respect to topography and finish grade elevation, the top of the foundation structure in relation to the nearest street or curb elevation and the proposed water drainage patterns;
- (f) The color scheme of all improvements;
- (g) Landscape plans and specifications detailing the size and location of proposed trees, shrubs, fences, berms, walls, patios, family gardens, bedding plantings, and other landscape materials; and
- (h) Such other materials as the Committee may deem necessary.

All structures shall be designed by a registered architect, a professional engineer experienced in home design, or comparable qualified individual or firm. A submission will not be complete and the thirty (30)-day approval time set forth below shall not commence until all documents required in this Section 3.2 have been submitted. All such submissions shall be to the appointee of the Committee or to the Developer, if no person is designated to review submissions at its principal place of business (or, if Developer ceases to be a member of the Committee, such other address that the Committee may designate), together with any applicable fee required under Section 3.5. After initial review by the appointed designee, Developer shall then call a meeting of the Committee to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the written consent of at least three of its members, may take action without a meeting. The Committee may approve, disapprove or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two or more Committee members. If the Committee fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected,

then the Owner of the Lot shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to, and approved by, the Committee. Any changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes.

3.3 Standards. The Committee shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of a majority of its members, or the representative of the Committee:

- (a) are not in conformity with any of the restrictions set forth in this Declaration; or
- (b) are not desirable for aesthetic reasons; or
- (c) are not in harmony with buildings located on the surrounding Lots; or
- (d) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or
- (e) are not in conformity with the general purposes of this Declaration.

3.4 Occupancy. No structure shall be occupied unless it has been approved by the Committee pursuant to Section 3.2, constructed in accordance with the plans as approved by the Committee, and an occupancy permit has been issued therefor.

3.5 Fees. The Committee, by majority vote, shall from time to time adopt a fee schedule designed to defray the Committee's out-of-pocket costs, including the fee of any designee appointed by the Committee, incurred in connection with its review of any preliminary or final development plan or of any resubmission of any such plans and such fee may be adjusted at any time by the Committee.

3.6 Approval of Contractors. For each building erected or placed on any Lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Committee prior to commencement of any construction. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status or building reputation.

3.7 Liability of Committee. The Committee and its designee or its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans and specifications, whether or not defective;
- (b) The construction or performance or any work, whether or not pursuant to approved plans and specifications; or
- (c) The development of any property within the Development.

ARTICLE 4 ARCHITECTURAL RESTRICTIONS

4.1 Front and Side Yard Requirements. All Dwellings or any parts thereof shall be built and sited in conformance with the standards set forth in the Fitchburg Zoning Code.

4.2 Floor Area Minimums. Each Dwelling constructed on a Lot shall have a minimum of floor area of finished living space of 1,500 square feet for a one-story house (i.e., ranch style) and 1,750 square feet for a multi-story or split-level house..

4.3 Building Location. All buildings should be sited on the Lot to present their most desirable face to the street and where possible should be related to buildings on adjoining Lots. The use of front porches by Owners is encouraged. The Committee may check sight lines based on proposed structure location to minimize the structure's obstruction of views from neighboring Lots.

4.4 Utilities. All utilities serving any building or site shall be underground.

4.5 Fencing. Fences over four (4) feet in height shall not be allowed except for screening of service areas, pedestrian walkways or swimming pools. All other fences shall only be permitted with the prior written consent of the Committee. All fences shall be constructed of wood, vinyl, or metal. Chain link fencing is strictly prohibited. Adjacent lot owners' approval of any fence will be required prior to Architectural Review. As part of its consent, the Committee may require the installation and maintenance of landscape materials for screening and aesthetic purposes.

4.6 Mailboxes and Exterior Yard Lights. The Architectural Control Committee shall have the right to select a mail box post, mail box type and design and house number type and design and require each owner of a lot subject to these conditions, covenants, restrictions and easements to utilize same on said lot. It is the responsibility of the lot purchaser to purchase and install required mailbox

4.7 Garages: Use of Outbuildings. All garages shall be attached to the Dwelling and shall have space for no fewer than two cars. No trailer, basement, tent, tree house, shack, shed, detached garage, barn or outbuilding shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction. Play equipment such as swing sets, playhouses and the like may be installed with the approval of the Committee.

4.8 Stormwater Runoff from Roof. Each Dwelling shall be constructed in a manner such that all stormwater runoff from the roof thereof shall be directed toward an absorbent, permeable surface (that is, an area that is not covered with concrete). Stormwater from roof runoff may not be directly channeled into a driveway, street or into a stormwater drainage system.

4.9 Construction Deadline. The owners of any lot in this plat subject to these conditions, covenants, restrictions and easements, other than the Declarant, shall commence construction within twenty-four (24) months of purchase or when building permits are first issuable for said lot, whichever is later, and shall complete construction, including all landscaping, within (6) months of the issuance of a building permit, except as to those items which are delayed by reason of weather, and as to those items as weather permits.

4.10 Landscaping. The following guidelines shall be followed for each Lot in the Development:

(a) All front and side yards and terrace areas, except tree, shrub and flower bed areas, shall be sodded (unless an in ground irrigation system is installed, in which case same may be seeded); and all rear yards, except tree, shrub or flower bed areas, shall be seeded or sodded, except that the owner(s) of any lot may have a family fruit and/or vegetable garden within the rear yard provided that same does not exceed ten (10) percent of the total lot size, is a minimum of ten (10) from adjacent properties and same is maintained in a clean and orderly condition. No natural or prairie lawn shall be permitted unless authorized by the Architectural Control Committee. All lawns and non-lawns areas shall be kept free of noxious weeds

(b) Landscape planting and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot or outlot owner(s). Completed visual screening of the front, rear or side of any lot or outlot is prohibited without approval of the Developer or the Committee, whichever is then applicable.

(c) Each lot shall have a minimum of \$2,000 expended by the Owner on foundation plantings, plus at least two four-foot conifer trees, or two 2 ½ diameter deciduous trees, or a combination thereof, in the front yard.

(d) No Owner shall grade or obstruct any swale or drainage way whether in an easement or not which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way. The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Lots..

4.11 Driveways. All driveways shall be poured concrete.

4.12 Swimming Pools. No above-ground swimming pools shall be allowed.

4.13 Mobile and Other Manufactured Homes. Mobile and manufactured homes are not permitted. The Committee may make exceptions for modular or open-panel construction homes that have prefabricated components if size, elevation and building material requirements are met and, in the opinion of the Committee, the finished quality of the improvements will be comparable to a stick-build house constructed on the building site, piece by piece and compatible with other homes within the Lots.

4.14 Variances. The Committee is authorized in its sole discretion to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration.

4.15 Inspections. The Committee and its designated representatives shall have the right to inspect the construction of any improvements to any Lot, without notice and during regular business hours, to ensure that all construction is performed in accordance with the plans and specifications previously approved by the Committee.

ARTICLE 5 USE RESTRICTIONS

5.1 Single-Family Residences. The Lots shall each be used as a single-family residential Dwelling. A Dwelling shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or adoption) plus no more than one unrelated person. No structures shall be erected, altered, placed or permitted to remain on any Lot or part other than one detached single-family Dwelling, not to exceed two stories in height, and a private garage constructed in accordance with Section 4.7. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Dwelling with the following exceptions:

(a) Developer may use one or more Lots as a sales office, and model home, and / or parade home;

(b) An Owner may maintain his or her personal, professional library in his or her Dwelling;

(c) An Owner may keep his or her personal business or professional records or accounts in his or her Dwelling;

(d) An Owner may conduct his or her personal business or professional telephone calls or correspondence from his or her Dwelling.

5.2 Parade of Homes. While the Developer retains ownership of any Lots within the Property, the Developer reserves the right to submit some or all of said lots and related outlots as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of said lots and related outlots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration of Covenants, Restrictions and Conditions shall, as to the Lots and outlots enrolled in the Parade of Homes, for the limited period of time commencing forty-eight (48) hours prior to the commencement of the Parade of Homes and ending forty-eight (48) hours after the conclusion of the Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its parade of Homes at the Property, pursuant to the then current Parade of Homes Rules and Developer's Checklist of the Madison Area Builders Association. All purchasers of Lots within the Property, and their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration by Developer, the Madison Area Builders Association, or any of the builders or participants in such Parade of Homes during the period of such Parade(s) as set forth above.

5.3 Restricted Build Areas

(a) No owner shall construct any part of his or her single family dwelling intended for occupancy within any area designated as restricted build areas on the Plat of North Stoner Prairie.

(b) An owner may, with the written consent of the Architectural Control Committee, construct limited improvements with the restricted build areas set forth on the Plat of North Stoner Prairie. Examples of such limited improvements would include porches, patios, decks, retaining walls, fences, etc.

5.4 Signs. No commercial or business sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than six square feet advertising the Lot for sale during the hours of open house showings only, or signs provided and allowed exclusively by Developer for builders or licensed real estate brokers during the initial construction and sales periods and for the resale of any Lot or Dwelling. The Developer reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Development and to erect appropriate signage for the sales of Lots. This provision shall not be construed to prohibit signs associated with elections or other matters of public interest.

5.5 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers. All equipment for storage or disposal of such waste material shall be kept in a clean and sanitary condition and suitably screened from view from the street.

5.6 Storage and Parking. Outdoor storage of vehicles, boats, or any other personal property shall not be permitted. The parking of service vehicles owned or operated by the Lot owners and their families is prohibited unless they are kept in garages. The storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicles is prohibited unless kept inside the garage. On-street parking on public streets shall comply with all municipal requirements. No firewood or

wood pile shall be kept outside a structure unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Committee. Nothing set forth in this Section 5.4 shall prohibit temporary storage of moving vehicles for the purpose of loading or unloading for a period of more than eight (8) hours. No cars or other equipment may be parked on any yard at any time.

5.7 Nuisance Prohibited. No noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to the neighborhood. All areas of the Lot not used as a building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Lot shall be responsible for maintaining the Lot in a neat appearance. This covenant should not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard and provided that such gardens shall be pursuant to plans previously approved by the Committee under Section 4.10.

5.8 Pets and Animals. No more than three uncaged domestic animals may be kept at any one time within a Dwelling. Furthermore, no Rottweilers or Pit Bulls shall be allowed on any Lot, unless otherwise approved by the Committee. No commercial boarding shall be allowed. Kennels shall be inside the Dwelling unless otherwise approved by the Committee in writing.

5.9 Sidewalk and Terrace Maintenance. Each Owner shall be responsible for snow removal from the sidewalks adjoining such Owner's Lot, and for mowing the grass located within any public right-of-way adjacent to such Owner's Lot, whether or not the Lot has direct vehicular access to the right-of-way.

5.10 Antennae / Solar Panels / Miscellaneous Fixtures. Except to the extent that this section is in conflict with any federal law or regulation, no exterior antennas or satellite dishes greater than twenty (20) inches in diameter shall be permitted on any structure or Lot unless approved in writing in advance by the Developer or the Committee. Solar panels, windmills, walls or fences shall be subject to be screened from public view to the extent reasonably possible. All exterior lighting on the Property shall be designed and operated to contain the light, to the extent reasonably possible, within the Lot on which the light is located.

5.11 Outside Clothes Line. Clothes line poles shall not be permitted on any Lot. A Lot may have a retractable cloth line which retracts to the Dwelling, and shall remain retracted when not in use.

ARTICLE 6 DIVISION OF LOTS BY OWNERS

No Lot shall be further divided or reduced in size without the prior written approval of the Committee. In no instance shall such division create a parcel which is not developable in compliance with this Declaration or which would violate any applicable state or local laws, ordinances or regulations regulating the subdivision of lands.

ARTICLE 7 MISCELLANEOUS

7.1 Term and Amendment. Unless amended as provided herein, this Declaration shall run with the land and shall be binding upon all persons claiming an interest in a Lot, or through Developer for a period of twenty-five (25) years from the date this Declaration is initially recorded. Until Developer no longer holds any interest of record in any property comprising the Plat of Stoner Prairie, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (1) Developer and (2) the Owners of at least Fifty-One Percent (51%) of the Lots subject to this Declaration. Thereafter, until the termination of this Declaration, this Declaration may be amended by recording of an instrument executed by the Owners of at least Fifty-One Percent (51%) of the Lots subject hereto. After the expiration of the initial term of this Declaration, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the Owners of at least Fifty-One Percent (51%) of the Lots subject to it has been recorded to terminate or amend the same in whole or in part. In ascertaining the number of Owners assenting to any such instrument, persons, including any business organizations, having the power to convey the fee simple title in a given Lot shall constitute a unit having a single vote.

7.2 Severability. Invalidity of any one of these covenants by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

7.3 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot in the Development.

7.4 Assignability of Developer's Rights. Developer may, by written recorded assignment, transfer its rights as Developer under this Declaration to any person who, effective upon the recording of the assignment, shall be the Developer for all purposes under this Declaration.

ARTICLE 8 HOMEOWNERS ASSOCIATION

8.1 Stoner Prairie Homeowners Association. Each Owner of a Lot in the Plat of Stoner Prairie shall be a member of the Stoner Prairie Homeowners Association, Inc. Membership in the Association shall be limited to those owning Lots in the Plat of Stoner Prairie and shall be conveyed along with the conveyance of such Lots. The Association shall be the owner of certain of the outlots of the Plat of Stoner Prairie which will be used for private alleys, pond hockey, stormwater infiltration and other uses benefitting some or all of the Lots. The Association shall have the power to enforce these covenants and restrictions and, to the extent necessary to obtain funds to carry out its responsibilities, the Association shall have the power to levy assessments against the Lot owners, which may be based on the benefit of the expenditures to the Lots and which need not be equal.

8.2 Enforcement / Attorney Fees. Developer and the Association shall have the right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both. If the Developer or Association initiates a suit or action to enforce the provisions of this Declaration, the Developer or Association shall be entitled to recover its court costs and actual, reasonable attorneys' fees from the offending party.

8.3 Fines; Specific Performance; Interest. The Owners agree that a violation of the covenants set forth in this Declaration may impose irreparable harm to the other Owners or occupants. The Owners agree that a fine not to exceed One Hundred Dollars (\$100.00) per day may be imposed by the non-defaulting

Owners against the violating Owner for each day a violation is outstanding and has not been cured. All fines assessed shall be paid within fifteen (15) days after mailing of the notice of the fine. The daily cap for fines shall increase five percent (5%) every five years. Any and all administrative or legal fees incurred in connection with collecting any amounts due hereunder, as well as reasonable attorneys' fees incurred in connection with an action for injunctive relief, damages and/or any and all collections of due amounts, together with interest thereon, shall also be promptly paid by the Owner responsible for the violation. Any and all costs assessed pursuant hereto shall become a lien on the Lot owned by said Owner. Any amounts due hereunder shall bear interest at the maximum rate permitted by law or twelve percent (12%) per annum, whichever is less, from the date such sums are due until paid.

8.4 Declaration of Assessments. For the maintenance of any common stormwater or other commonly used area, the Association shall declare assessments so levied due and payable thirty (30) days from the date of such levy. The Association's Board shall notify each owner of the action taken by the Board, the amount of the assessment against the lot owned by such owner and the date such assessment becomes due and payable. Such notice shall be mailed to the owner at the last known post office address by United States mail, with postage prepaid, or be personally delivered to the owner.

8.5 Collection of Assessments. In the event any assessment levied against any lot remains unpaid for a period sixty (60) days from the date of the levy, the board may, in its discretion, file a claim for a maintenance lien against the lot for which payment is not made, and upon compliance with the provisions of § 779.70, Wisconsin Statutes, or other applicable authority, such claim shall be and become a lien against such lot. The claim shall thereafter accrue interest at the rate of interest payable upon legal judgments in the State of Wisconsin, and the Board may exercise such remedies to collect such claim as may be afforded by law. The owner of the subject lot shall be responsible for all costs of collection incurred by the Association in connection therewith. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of any common areas or abandonment of his/her/its lot.

8.6 Joint and Several Liability of Grantor and Grantee. Upon a voluntary conveyance, the grantee of a lot shall be jointly and severally liable with the grantor for all unpaid assessments as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for, any unpaid assessments against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within ten (10) business days after the grantee's request, it is barred from claiming any lien which is not filed prior to the request for assessments owed by the grantor.

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Executed at Madison, Wisconsin on October ____, 2015.

WILLIAM RYAN HOMES WISCONSIN INC.

By: _____
Chris Ehlers, Vice President of Operations

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on September ____, 2015 by Chris Ehlers as the President of William Ryan Homes Wisconsin Inc.

Robert C. Procter
Notary Public, State of Wisconsin
My commission is permanent.

CONSENT OF MORTGAGEE

EXHIBIT A

Legal Description:

Parcel Identification Numbers: